

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Amendment**”) is being made and entered into as of July 3, 2020 (“**Amendment Effective Date**”), by and between BHF Chicago Housing Group B LLC, an Illinois limited liability company (the “**Seller**”) and Saybrook Fund Advisors LLC, a Delaware limited liability company, or its designee (the “**Purchaser**”), and approved by UMB Bank, N.A., the duly-appointed and acting successor trustee (the “**Trustee**”).

**RECITALS**

A. By that certain Real Estate Purchase and Sale Agreement, with an Effective Date of May 26, 2020 (the “**Contract**”), by and between Seller, as seller, and Purchaser, as buyer, Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, those certain parcels of real property set forth in Exhibit A of the Contract (the “**Property**”), upon and subject to the conditions and limitations set forth therein.

B. Seller and Purchaser are entering into this Amendment in order to amend the Contract.

C. Unless otherwise provided herein, all capitalized words and terms used in this Amendment shall have the same meanings ascribed to such words and terms as in the Contract. All references to the Agreement shall mean the Contract, as modified by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein to the same extent as if fully set forth herein.

2. **Purchase Price.** The Purchase Price is amended to EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00).

3. **Due Diligence Period.** The Due Diligence period is expired, and Purchaser waives its right to terminate the Agreement pursuant to Section 8(c) of the Contract.

4. **Exhibit B to the Contract.** Exhibit B of the Contract is hereby amended and restated in its entirety and is replaced by Exhibit B attached hereto.

5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

6. **No Other Modifications.** Except as expressly provided in this Amendment, all provisions of the Agreement remain in full force and effect and are not modified by this Amendment, and the parties hereby ratify and confirm each and every provision thereof.

7. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Amendment, the parties may execute and exchange by electronic mail, PDF counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[Signature Page Follows.]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the day and year first above written.

PURCHASER:

**SAYBROOK FUND ADVISORS, LLC,**  
**a Delaware limited liability company**

By: Jon P. Schotz  
Its: Co-Managing Partner  
Name: Jon P Schotz

SELLER:

**BHF CHICAGO HOUSING GROUP B**  
**LLC, an Illinois limited liability company**

By: Better Housing Foundation  
Its: Sole Member and Manager

By: \_\_\_\_\_  
Andy Belew, President

Agreed to and approved by:

**UMB BANK, N.A., not individually,**  
**but solely as Successor Trustee**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the day and year first above written.

PURCHASER:

**SAYBROOK FUND ADVISORS, LLC,**  
**a Delaware limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Agreed to and approved by:

**UMB BANK, N.A., not individually,**  
**but solely as Successor Trustee**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SELLER:

**BHF CHICAGO HOUSING GROUP B**  
**LLC, an Illinois limited liability company**

By: Better Housing Foundation

Its: Sole Member and Manager

By: Andrew Belew  
Andy Belew, President

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the day and year first above written.

PURCHASER:

**SAYBROOK FUND ADVISORS, LLC,**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

Agreed to and approved by:

**UMB BANK, N.A., not individually,**  
**but solely as Successor Trustee**

By:   
Its: Senior Vice President

SELLER:

**BHF CHICAGO HOUSING GROUP B**  
**LLC, an Illinois limited liability company**

By: Better Housing Foundation  
Its: Sole Member and Manager

By: \_\_\_\_\_  
Andy Belew, President

**EXHIBIT B**

**ALLOCATION OF PURCHASE PRICE**

<b><u>ADDRESS</u></b>	<b><u>PURCHASE PRICE ALLOCATION</u></b>
139-141 W Marquette Rd., Chicago, IL 60621	105,000.00
1524 E 73 <sup>rd</sup> St., Chicago, IL 60619	91,800.00
226-28 E 55 <sup>th</sup> Place, Chicago, IL 60637	64,056.00
2666-68 E 78 <sup>th</sup> St., Chicago, IL 60649	153,000.00
301-05 E 75 <sup>th</sup> St., Chicago, IL 60619	140,000.00
4236-38 S Indiana Ave., Chicago, IL 60653	64,056.00
4326-28 S Michigan Ave., Chicago, IL 60653	85,408.00
435-41 E 71 <sup>st</sup> St., Chicago, IL 60637	157,500.00
5116-18 S Indiana Ave., Chicago, IL 60615	138,788.00
5119-25 S Prairie Ave., Chicago, IL 60615	149,464.00
5154-56 S Indiana Ave., Chicago, IL 60615	85,408.00
5226-28 S Michigan Ave., Chicago, IL 60615	85,408.00
5600-02 S Michigan Ave., Chicago, IL 60637	160,140.00
5700 S Calumet Ave., Chicago, IL 60637	160,140.00
5701 S Calumet Ave., Chicago, IL 60637	192,168.00
5720-22 S Michigan Ave., Chicago, IL 60637	64,056.00
5832-36 S Michigan Ave., Chicago, IL 60637	85,408.00
5910-12 S King Dr., Chicago, IL 60637	64,056.00
7655-57 S Lowe Ave., Chicago, IL 60620	210,000.00
6123-25 S Prairie Ave., Chicago, IL 60637	85,408.00
614-22 E 71 <sup>st</sup> St., Chicago, IL 60619	367,500.00
6207 -09 S King Dr., Chicago, IL 60637	85,408.00
6427-29 S Drexel Ave., Chicago, IL 60637	64,056.00
6540-42 S Ellis Ave., Chicago, IL 60637	64,056.00
6603 S Rhodes Ave., Chicago, IL 60637	64,056.00
6605-07 S Kimbark Ave., Chicago, IL 60637	85,408.00
6611-13 S Ellis Ave., Chicago, IL 60637	64,056.00
6656-58 S Woodlawn Ave., Chicago, IL 60637	120,816.00
6820-22 S Cornell Ave., Chicago, IL 60649	91,800.00
6857-59 S King Dr., Chicago, IL 60619	245,000.00
6901-07 S Prairie Ave., Chicago, IL 60615	367,500.00
6948-52 S Oglesby Ave., Chicago, IL 60649	229,500.00
7018 S Clyde Ave., Chicago, IL 60649	91,800.00
721-29 W 71 <sup>st</sup> St., Chicago, IL 60621	227,500.00
7511-19 Yale Ave., Chicago, IL 60620	420,000.00

7556-58 S Eggleston Ave., Chicago, IL 6062	280,000.00
7600-20 S Stewart Ave., Chicago, IL 60620 & 7632-34 S Stewart Ave., Chicago, IL 60620	840,000.00
7640-56 S Stewart Ave., Chicago, IL 60620	1,240,000.00
8030 S Yates Blvd., Chicago, IL 60617	77,168.00
8143-45 S Ellis Ave., Chicago, IL 60619	280,000.00
8229 S Langley Ave., Chicago, IL 60619	70,000.00
8249-51 S Drexel Ave., Chicago, IL 60619	105,000.00
1431-33 E 66 <sup>th</sup> Place, Chicago, IL 60637	64,056.00
5606-08 S Michigan Ave., Chicago, IL 60637	64,056.00
1421 E 67th Place, Chicago, IL 60637	50,000.00
<b>TOTAL:</b>	<b>\$8,000,000.00</b>